

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Termination and Release of Security Interest in Trademark Rights	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		03/18/2011	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Ames True Temper, Inc.		
Street Address:	8585 Duke Blvd.		
City:	Mason		
State/Country:	OHIO		
Postal Code:	45050		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3292442		
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2222		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Marcela Robledo, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1574		
NAME OF SUBMITTER:	Marcela Robledo		
Signature:	/mr/		

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TRADEMARK
REEL: 004526 FRAME: 0001

Date:

04/20/2011

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of March 18, 2011, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Ames True Temper, Inc. ("Grantor")

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Pledge and Security Agreement dated as of September 30, 2010 made by the Grantors (as defined therein) in favor of the Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Amended and Restated Grant of Security Interest in Trademark Rights dated as of September 30, 2010 among the Agent and Grantor (the "Security Interest Grant"), Grantor by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Interest Grant was recorded in the Trademark Division of the United States Patent and Trademark Office on October 13, 2010, at Reel 4295 and Frame 676; and

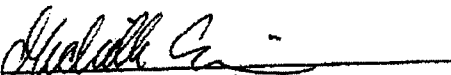
WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement and the Security Interest Grant.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Michelle Cipriani
Title: Vice President

[Signature Page to Trademark IP Release]

TRADEMARK
REEL: 004526 FRAME: 0004

STATE OF New York)
))
COUNTY OF New York)

SS.:

On this 17th day of March, 2011, before me personally appeared Michelle Cipriani to me known who, being by me duly sworn, did depose and say that he/she is Vice President of JPMorgan Chase Bank, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JPMorgan Chase Bank, N.A.

(Affix Seal Below)

Renee M. Vargas
Notary Public
RENEE M. VARGAS
NOTARY PUBLIC, STATE OF NEW YORK
No. 01VA6080128
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES SEPT. 9, 2014

Schedule A

Title	Application/Registration Number
JACKSON BLUE WHEELBARROW TRAY DESIGN	3,292,442